

**DEPARTMENT OF TRANSPORTATION**

ES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



June 20, 2001

04-CC,Sol-680-40.1/41.4-L0.0/L1.0  
04-006034  
ACIM-680-1(054)56N

Addendum No. 5

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SOLANO AND CONTRA COSTA COUNTIES IN BENICIA AND MARTINEZ FROM 1.0 km NORTH OF SOLANO AND CONTRA COSTA COUNTY LINE TO 1.1 km NORTH OF MOCOCO OVERHEAD.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on August 21, 2001, instead of the original date of July 17, 2001.

This addendum is being issued to set a new bid opening date as shown herein and to revise the Notice to Contractors and Special Provisions, the Proposal and Contract, and the Federal Minimum Wages with Modification Numbers 5 and 4 dated 6-01-01. A copy of the modified wage rates are available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

In the Notice to Contractors and Special Provisions and in the Proposal and Contract, the "A+B BIDDING SPECIAL NOTICE," is revised as attached.

In the Notice to Contractors and Special Provisions and in the Proposal and Contract, the date for the pre-award qualifications review meeting is revised to August 23, 2001 instead of the date of July 19, 2001.

In the Special Provisions, Section 2-1.01 "GENERAL," the second paragraph is revised as follows:

"The proposal shall set forth the unit prices, item totals, TOTAL BID (A), the number of working days bid for completion of all the work, the product of the working days bid to complete all the work times the cost per day shown on the Engineer's Estimate (TOTAL BID (B)), and the "Total Basis for Comparison of Bids (A+B)," all in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required."

In the Special Provisions, Section 3-1.01B, "AWARD AND EXECUTION OF CONTRACT," the second paragraph is revised as follows:

"The bidder shall bid the number of working days for it to complete all the work. Bids in which the number of working days bid for completion of all the work exceed 1460 days will be considered non-responsive and will be rejected."

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In the Special Provisions, Section 3-1.01B, "AWARD AND EXECUTION OF CONTRACT," the third paragraph is revised as follows:

"All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done (TOTAL BID (A)), plus the product of the number of working days bid for completion of all the work and the cost per day shown on the Engineer's Estimate (TOTAL BID (B))."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is revised as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the twentieth paragraph is revised as follows:

"The work defined in Section "Seismic Monitoring Electrical System," elsewhere in these special provisions shall not begin until the completion of all conflicting work in this contract and as determined by the Engineer."

In the Special Provisions, Section 10-1.03, "OVERHEAD," is revised as attached.

In the Special Provisions, Section 10-4.01, "GENERAL," the following sentence is added at the end of the third paragraph:

"Placement of seismic steel pipes and embedment of conduits shall be coordinated with the Engineer and California Division of Mines and Geology (CDMG) personnel."

In the Special Provisions, Section 10-4.01, "GENERAL," subsection "Order of Work," is revised as follows:

**"Order of Work.** The first order of electrical work shall include installation of the seismic steel pipes in caissons at Pier 8, concrete embedment of conduits in piers and through any other concrete structures, initiation of ISDN Telephone Service for Seismic Recorder Locations No. 2 and No. 3. The second order of electrical work shall include the installation of the remainder of the contract seismic monitoring and health monitoring system items, installation of seismic equipment by CDMG personnel, installation of health monitoring equipment by California Department of Transportation personnel, testing of the seismic monitoring system and health monitoring system, and any additional work required for the complete installation of the seismic monitoring system and health monitoring system as shown on the plans and specified herein. The portion of electrical monitoring system work defined as second order of electrical work shall not begin until the completion of all conflicting work in this contract and as determined by the Engineer."

In the Proposal and Contract, the Engineer's Estimate Item 8 is revised, as attached.

To Proposal and Contract book holders:

Replace page 3 of the Engineer's Estimate in the Proposal with the attached revised page 3 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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04-006034  
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This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief  
Plans, Specifications & Estimates Branch  
Office of Office Engineer

Attachments

A + B BIDDING  
SPECIAL NOTICE

The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," Section 3-1.01B, "Award and Execution of Contract," and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," in the special provisions. In addition to the item prices and totals, the proposal shall set forth the number of working days bid to complete all the work. Working days are defined in Section 4. All bids will be compared on the basis of the sum of the Engineer's Estimate of the quantities of work to be done (TOTAL BID (A)), plus the product of the number of working days bid to complete all work, and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)). The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids" set forth in the Engineer's Estimate.

**Bids in which the number of working days bid for completion of the work exceed 1460 will be considered non-responsive and will be rejected.**

The bidder's attention is also directed to the provisions in Section 4 of the special provisions regarding liquidated damages.

**No incentive payments will be paid nor will disincentive deductions be charged on this project.**

**For purposes of determining liquidated damages, all work must be completed and the contract accepted by the Director, as specified in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications.**

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," and Section 10-4.01, "Electrical Monitoring Systems" of the Standard Specifications and these special provisions.

The 72 hours advance notice before beginning work as referred to in Section 8-1.03, "Beginning of Work," is changed to 24 hours advance notice for this project.

A working day as defined in Section 8-1.06 is re-defined for this project. Subparagraphs (a) and (b) of the second paragraph in Section 8-1.06 shall not apply. Saturdays, Sundays, legal holidays and days of inclement weather will be counted as working days.

The work consisting of constructing the Marina Vista Railroad shall be completed before the expiration of 130 working days beginning at 12:01 a.m. on the day after the day of the contract award.

The work consisting of constructing Frame 1 shall be diligently prosecuted to completion before the expiration of 1060 working days beginning at 12:01 a.m. on the day after the day of contract award. Attention is directed to, "Order of Work," in these special provisions with regard to Construction of Frame 1.

The Contractor shall pay to the State of California the sum of \$11,000 per day, for each and every calendar day's delay in completing the work consisting of constructing Frame 1 in excess of the number of working days prescribed above.

Said work shall be diligently prosecuted to completion before the expiration of the number of working days bid, beginning at 12:01 a.m. on the day after the day of the contract award.

The Contractor shall pay to the State of California as liquidated damages the sum of **\$35,000** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days bid.

The total daily amount paid by the Contractor for liquidated damages shall not exceed \$35,000 dollars per day.

Delays due to actions required by the Engineer performing normal inspection, testing and review duties shall be considered as included in the number of working days bid for completion of the contract and no extensions of time will be allowed for such actions in determining liquidated damages.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

No incentive payments for early completion of all the work will be paid nor will any disincentive deductions be charged on this project.

### 10-1.03 OVERHEAD

The Contractor will be compensated for overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time related overhead costs shall not include costs that are not related to time, including but not limited to mobilization, licenses, permits, and any other charges incurred only once during duration of the contract.

The contract lump sum price bid for time related overhead will be adjusted only as a result of suspensions and adjustments of time which revise the current date to complete all contract work and which are also any of the following:

- A. suspensions of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
  - 1. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; and
  - 2. suspensions ordered due to unsuitable weather conditions;
- B. extensions of time granted by the State in accordance with the provisions of the fifth paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
- C. reductions in contract time set forth in approved contract change orders, in accordance with Section 4-1.03, "Changes," of the Standard Specifications.

For each day that the number of working days bid to complete the contract, in conformance with the provisions in Section 4, "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions, is adjusted due to suspensions or adjustments as specified above, the lump sum price for time related overhead will be adjusted by an amount equal to the contract lump sum price bid for time related overhead divided by the number of working days bid to complete the contract. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities" and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications, shall not apply to time related overhead.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, time related overhead to be paid in each monthly estimate will be based on the number of working days that occurred during that monthly estimate period. The amount earned per day for time related overhead shall be the lesser of the following amounts:

- A. the contract lump sum price for time related overhead, divided by the number of working days bid to complete the work in conformance with the provisions in Section 4, "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions; or
- B. fifteen percent of the original contract amount, divided by the number of working days bid to complete the work, in conformance with the provisions in Section 4, "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, of the contract lump sum price for time related overhead not yet paid will be included for payment in the first estimate made after acceptance of the contract in accordance with Section 9-1.07, "Payment after Acceptance," of the Standard Specifications.

Full compensation for all overhead costs, including overhead costs for increases in the quantity of contract items of work; other than time related overhead paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions; shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

**ENGINEER'S ESTIMATE**  
**04-006034**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	020627	ELECTRONIC MOBILE DAILY DIARY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
2	020628	MODIFY MONITORING WELLS	EA	1		
3	020629	ABANDON MONITORING WELLS	EA	2		
4	020630	REMOVE ABANDONED 51 MM GAS LINE	M	210		
5	020631	REMOVE 254 MM WATER LINE (ASBESTOS)	M	230		
6 (S)	020632	ROADWAY EXCAVATION (HAZARDOUS)	M3	1290		
7 (S)	020633	ROADWAY EXCAVATION (CONTAMINATED)	M3	4220		
8	020634	TIME RELATED OVERHEAD	LS	LUMP SUM	LUMP SUM	
9	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	LUMP SUM	
10	020635	TRANSPORTATION FOR ENGINEER	LS	LUMP SUM	LUMP SUM	
11	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	525		
12	048467	TEMPORARY HINGE TIEDOWN	EA	6		
13	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
14	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
15	020636	NON-STORM WATER DISCHARGES	LS	LUMP SUM	LUMP SUM	
16	020637	TEMPORARY SILT FENCE	M	480		
17	020638	TEMPORARY COVER	LS	LUMP SUM	LUMP SUM	
18	020639	TEMPORARY DRAINAGE INLET PROTECTION	EA	15		
19	020640	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM	LUMP SUM	
20	020641	TEMPORARY FENCE (TYPE ESA)	M	130		